

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE:**

<b>Gerald A. Bender, Sr. and</b>	:	<b>Chapter 13</b>
<b>Patricia A. Bender</b>	:	
<b>Debtors</b>	:	<b>Bankruptcy No. 08-21193 REF</b>
	:	
<b>Gerald A. Bender, Sr. and</b>	:	
<b>Patricia A. Bender</b>	:	
<b>Movant</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>Wachovia Bank, N.A., as Trustee Pooling</b>	:	
<b>and Servicing Agreement Dated as of</b>	:	
<b>November</b>	:	
<b>Respondent</b>	:	

**RESPONSE OF WACHOVIA BANK, N.A., AS TRUSTEE POOLING AND SERVICING  
AGREEMENT DATED AS OF NOVEMBER TO DEBTORS' OBJECTION TO PROOF  
OF CLAIM**

Respondent, Wachovia Bank, N.A., as Trustee Pooling and Servicing Agreement Dated as of November, by and through its attorneys, Phelan Hallinan & Schmieg, LLP, hereby responds to Debtors' Objection to Proof of Claim and in support thereof, avers as follows:

1. Admitted.
2. Admitted.
3. Admitted. However, the Debtors' counsel is being disingenuous both to the court and to counsel for Respondent in filing the instant Objection to Proof of Claim. The Debtors' counsel was counsel in the foreclosure action that was contested by the Debtors and resulted in the granting of a Motion for Summary Judgment in favor of Respondent in the Court of Common Pleas in Berks County and the scheduling of a Sheriff's sale for June 6, 2008 which was postponed and eventually stayed due to the filing of the instant bankruptcy case two (2) days prior to the original sale date. For Debtors' counsel to challenge the fees and costs that were

incurred as not being actually incurred or overstated while he has full knowledge of and was directly involved in the State Court litigation is clearly a sign of the Debtors' counsel's disregard for this Court's time and the time of Counsel for Respondent.

i– xiv. Denied as all fees and costs listed in Respondent's Proof of Claim are reasonable, necessary, permitted under the terms of the mortgage signed by the Debtors, and were actually incurred.

**WHEREFORE**, Respondent, Wachovia Bank, N.A., as Trustee Pooling and Servicing Agreement, respectfully requests that this Honorable Court deny Debtors' Objection to Proof of Claim in its entirety.

Respectfully submitted,

Date: March 16, 2009

/s/ Jay B. Jones, Esquire

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